

SCHEDULE 4.0

NETWORK INTERCONNECTION SCHEDULE

New York RESIDENTIAL SERVICES

LATA	IP SITE	CLLI CODE REFERENCE
Level 3 IPs		
LATA 132	BA Tandem – 37 th Street	NYCMNY3723T
LATA 132	BA Tandem – 50 th Street	NYCMNY5012T
LATA 132	BA Tandem – Garden City	GRCYNYGC02T
LATA 132	BA Tandem – White Plains	WHPLNYWPO8T
LATA 134	BA Tandem – Albany	ALBYNYSS
LATA 140	Level 3 Switch site – Buffalo	BFLPNYBF

BA IPs

The BA terminating End Office serving the BA Customer or the BA Tandem subtended by the terminating End Office serving the BA Customer

SV033099

SCHEDULE 4.2

INTERCONNECTION POINTS FOR DIFFERENT TYPES OF TRAFFIC

Each Party shall provide the other Party with Interconnection to its network at the following points for transmission, routing and termination subject to the availability of facilities. Compensation for such facilities will be as set forth in Exhibit A or as provided elsewhere herein.

1. For the termination of Local Traffic, Compensable Internet Traffic or Toll Traffic originated by one Party's Customer and terminated to the other Party's Customer, at the points set forth in Section 4 of the main body of the Agreement.

2. For the termination of Meet Point Billing Traffic from an IXC to:

- (a) Level 3, at the Level 3-IP in LATA in which the Traffic is to terminate.
- (b) BA, at the BA-IP in LATA in which the Traffic is to terminate.

3. For the termination of Transit Traffic from an ITC, wireless carrier, or other CLEC to:

- (a) Level 3, at the Level 3-IP in which the Traffic is to terminate.
- (b) BA, at the BA-IP in LATA in which the Traffic is to terminate.

4. For 911/E911 traffic originated on Level 3's network, at the PSAP in areas where only Basic 911 service is available, or at the BA 911/E911 Tandem Office serving the area in which the Level 3 Customer is located, in accordance with applicable state laws and regulations and PSAP requirements.

5. For Directory Assistance (411 or NPA-555-1212) traffic, at the applicable BA operator services Tandem Office.

6. For Operator Services (call completion) traffic, at the applicable BA operator services Tandem Office.

7. For BLV/BLVI traffic, at the terminating Party's operator services Tandem Office.

SV033099

8. For SS7 signaling originated by:

(a) Level 3, at mutually agreed-upon Signaling Point of Interconnection(s) ("SPOI") in the LATA in which the Local Traffic, Compensable Internet Traffic or Toll Traffic originates, over CCSAC links provisioned in accordance with Bellcore GR-905 and Bell Atlantic Supplement Common Channel Signaling Network Interface Specification (BA 905).

(b) BA, at mutually agreed-upon SPOIs in the LATA in which the Local Traffic, Compensable Internet Traffic or Toll Traffic originates, over a CCSAC links provisioned in accordance with Bellcore GR-905 and BA-905.

Alternatively, either Party may elect to interconnect for SS7 signaling through a commercial SS7 hub provider.

9. For toll free service access code (e.g., 800/888/877) database inquiry traffic, at any BA Signaling Transfer Point in the LATA in which the originating Level 3 Wire Center is located, over a CCSAC link. Alternatively, Level 3 may elect to interconnect through a commercial SS7 hub provider.

10. For Line Information Database ("LIDB") inquiry traffic, at any BA Signaling Transfer Point in the LATA in which the LIDB is located, over a CCSAC link. Alternatively, Level 3 may elect to interconnect through a commercial SS7 hub provider.

11. For any other type of traffic, at reasonable points to be agreed upon by the Parties, based on the network architecture of the terminating Party's network.

SV033099

SCHEDULE 5.6

APPLICABLE FACTORS for New York

PIU and PLU factors may be reported at the state or LATA level.

FOR TRAFFIC ORIGINATING FROM:	AND TERMINATING TO:	LATA	PIU (%)	PLU (%)
BA	Level 3	ALL	0	95
Level 3	BA	ALL	10	80

CUSTOMER: Level 3

STATE: New York

BILLING CONTACT NAME: _____

BILLING CONTACT NUMBER: _____

BILLING CONTACT ADDRESS: _____

Level 3 ACNA to be used when ordering Interconnections Trunks: _____

Level 3 CIC to be used when ordering Interconnection Trunks: _____

SV033099

SCHEDULE 6.3**RATE ELEMENTS UNDER MEET POINT BILLING****Interstate Access - Terminating to or originating from Level 3 Customers**

<u>Rate Element</u>	<u>Billing Company</u>
Carrier Common Line	Level 3
Local Switching	Level 3
Interconnection Charge	Level 3
Local Transport Facility/ Tandem Switched Transport Per Mile	Based on negotiated billing percentage (BIP)
Tandem Switching	BA
Local Transport Termination/ Tandem Switched Transport Fixed	BA
Entrance Facility	BA
800 Database Query	Party that performs query

Intrastate Access - Terminating to or originating from Level 3 Customers

<u>Rate Element</u>	<u>Billing Company</u>
Carrier Common Line	Level 3
Local Switching	Level 3
Interconnection Charge	Level 3
Local Transport Facility/ Tandem Switched Transport Per Mile	Based on negotiated billing percentage (BIP)
Tandem Switching	BA
Local Transport Termination/ Tandem Switched Transport Fixed	BA
Entrance Facility	BA
800 Database Query	Party that performs query

SV033099

SCHEDULE 11.3

ACCESS TO NETWORK INTERFACE DEVICE

1. Due to the wide variety of NIDs utilized by BA (based on Customer size and environmental considerations), Level 3 may access the Customer's Inside Wire by any of the following means:

(a) Where an adequate length of Inside Wire is present and environmental conditions permit, Requesting Carrier may remove the Inside Wire from BA's NID and connect that wire to Level 3's NID;

(b) Enter the Customer access chamber or "side" of "dual chamber" NID enclosures for the purpose of extending a connectorized or spliced jumper wire from the Inside Wire through a suitable "punch-out" hole of such NID enclosures;

(c) Request BA to make other rearrangements to the Inside Wire terminations or terminal enclosure on a time and materials cost basis to be charged to the requesting party (i.e., Level 3, its agent, the building owner or the Customer).

2. If Level 3 accesses the Customer's Inside Wire as described in Paragraph 1(c) above, the Tariffed time and materials charges will be billed to the requesting party (i.e., Level 3, the building owner or the Customer).

3. In no case shall Level 3 remove or disconnect BA's loop facilities from BA's NIDs, enclosures, or protectors.

4. In no case shall Level 3 remove or disconnect ground wires from BA's NIDs, enclosures, or protectors.

5. In no case shall Level 3 remove or disconnect NID modules, protectors, or terminals from BA's NID enclosures.

6. Maintenance and control of premises wiring (Inside Wire) is the responsibility of the Customer. Any conflicts between service providers for access to the Customer's Inside Wire must be resolved by the Customer.

7. Due to the wide variety of NID enclosures and outside plant environments, BA will work with Level 3 to develop specific procedures to establish the most effective means of implementing this Schedule 11.3.

SCHEDULE 11.4**UNBUNDLED SWITCHING ELEMENTS**Local Switching

The unbundled local Switching Elements include Line Side and Trunk Side facilities (e.g. line and Trunk Side Ports such as analog and ISDN Line Side Ports and DS1 Trunk Side Ports) plus the features, functions, and capabilities of the switch. It consists of the line-side Port (including connection between a loop termination and a switch line card, telephone number assignment, basic intercept, one primary directory listing, presubscription, and access to 911, operator services, and directory assistance), line and line group features (including all vertical features and line blocking options that the switch and its associated deployed switch software is capable of providing and are currently offered to BA's local exchange Customers), usage (including the connection of lines to lines, lines to trunks, trunks to lines, and trunks to trunks), and trunk features (including the connection between the trunk termination and a trunk card).

BA shall offer, as an optional chargeable feature, daily usage tapes. Level 3 may request activation or deactivation of features on a per-port basis at any time, and shall compensate BA for the non-recurring charges associated with processing the order. Level 3 may submit a Bona Fide Request for other switch features and functions that the switch is capable of providing, but which BA does not currently provide, or for customized routing of traffic other than operator services and/or directory assistance traffic. BA shall develop and provide these requested services where technically feasible with the agreement of Level 3 to pay the recurring and non-recurring costs of developing, installing, updating, providing and maintaining these services.

Tandem Switching

The unbundled tandem Switching Element includes trunk-connect facilities, the basic switching function of connecting trunks to trunks, and the functions that are centralized in Tandem Switches. Unbundled tandem switching creates a temporary transmission path between interoffice trunks that are interconnected at a BA Access Tandem for the purpose of routing a call or calls.

SCHEDULE 12.3

SUPPORT SERVICES FOR RESALE

1. BA OSS SERVICES

1.1 Definitions

As used in the Schedule 12.3, the following terms shall have the meanings stated below:

1.1.1 "BA Operations Support Systems" means BA systems for pre-ordering, ordering, provisioning, maintenance and repair, and billing.

1.1.2 "BA OSS Services" means access to BA Operations Support Systems functions. The term "BA OSS Services" includes, but is not limited to: (a) BA's provision of Level 3 Usage Information to Level 3 pursuant to Section 1.3 below; and, (b) "BA OSS Information", as defined in Section 1.1.4 below.

1.1.3 "BA OSS Facilities" means any gateways, interfaces, databases, facilities, equipment, software, or systems, used by BA to provide BA OSS Services to Level 3.

1.1.4 "BA OSS Information" means any information accessed by, or disclosed or provided to, Level 3 through or as a part of BA OSS Services. The term "BA OSS Information" includes, but is not limited to: (a) any Customer Information related to a BA Customer or a Level 3 Customer accessed by, or disclosed or provided to, Level 3 through or as a part of BA OSS Services; and, (b) any Level 3 Usage Information (as defined in Section 1.1.6 below) accessed by, or disclosed or provided to, Level 3.

1.1.5 "BA Retail Telecommunications Service" means any Telecommunications Service that Bell Atlantic provides at retail to subscribers that are not Telecommunications Carriers. The term "BA Retail Telecommunications Service" does not include any Exchange Access service (as defined in Section 3(16) of the Act, 47 U.S.C. § 153(16)) provided by BA.

1.1.6 "Level 3 Usage Information" means the usage information for a BA Retail Telecommunications Service purchased by Level 3 under this Agreement that BA would record if BA was furnishing such BA Retail Telecommunications Service to a BA end-user retail Customer.

1.1.7 "Customer Information" means CPNI of a Customer and any other non-public, individually identifiable information about a Customer or the purchase by a Customer of the services or products of a Party.

1.2 BA OSS Services

SV033099

Level 3 BELL ATLANTIC Interconnection Agreement for New York

1.2.1 Upon request by Level 3, BA shall provide to Level 3, pursuant to Section 251(c)(3) of the Act, 47 U.S.C. § 251(c)(3), BA OSS Services.

1.2.2 Subject to the requirements of Applicable Law, BA Operations Support Systems, BA Operations Support Systems functions, BA OSS Facilities, BA OSS Information, and the BA OSS Services that will be offered by BA, shall be as determined by BA. Subject to the requirements of Applicable Law, BA shall have the right to change BA Operations Support Systems, BA Operations Support Systems functions, BA OSS Facilities, BA OSS Information, and the BA OSS Services, from time-to-time, without the consent of Level 3.

1.3 Level 3 Usage Information

1.3.1 Upon request by Level 3, BA shall provide to Level 3, pursuant to Section 251(c)(3) of the Act, 47 U.S.C. § 251(c)(3), Level 3 Usage Information.

1.3.2 Level 3 Usage Information will be available to Level 3 through the following:

- (a) Daily Usage File on Data Tape.
- (b) Daily Usage File through Network Data Mover ("NDM").

1.3.3.1 Level 3 Usage Information will be provided in a Bellcore Exchange Message Interface ("EMI") format.

1.3.3.2 Daily Usage File Data Tapes provided pursuant to Section 1.3.2(a) above will be issued each day, Monday through Friday, except holidays observed by BA.

1.3.4 Except as stated in this Section 1.3, subject to the requirements of Applicable Law, the manner in which, and the frequency with which, Level 3 Usage Information will be provided to Level 3 shall be determined by BA.

1.5 Access to and Use of BA OSS Facilities

1.5.1 BA OSS Facilities may be accessed and used by Level 3 only to the extent necessary for Level 3's access to and use of BA OSS Services pursuant to the Agreement.

1.5.2 BA OSS Facilities may be accessed and used by Level 3 only to provide Telecommunications Services to Level 3 Customers.

1.5.3 Level 3 shall restrict access to and use of BA OSS Facilities to Level 3. This Schedule 12.3 does not grant to Level 3 any right or license to grant sublicenses to other persons, or

SV033099

Level 3 BELL ATLANTIC Interconnection Agreement for New York

permission to other persons (except Level 3's employees, agents and contractors, in accordance with Section 1.5.7 below), to access or use BA OSS Facilities.

1.5.4 Level 3 shall not (a) alter, modify or damage the BA OSS Facilities (including, but not limited to, BA software), (b) copy, remove, derive, reverse engineer, or decompile, software from the BA OSS Facilities, or (c) obtain access through BA OSS Facilities to BA databases, facilities, equipment, software, or systems, which are not offered for Level 3's use under this Schedule 12.3.

1.5.5 Level 3 shall comply with all practices and procedures established by BA for access to and use of BA OSS Facilities (including, but not limited to, BA practices and procedures with regard to security and use of access and user identification codes).

1.5.6 All practices and procedures for access to and use of BA OSS Facilities, and all access and user identification codes for BA OSS Facilities: (a) shall remain the property of BA; (b) shall be used by Level 3 only in connection with Level 3's use of BA OSS Facilities permitted by this Schedule 12.3; (c) shall be treated by Level 3 as Confidential Information of BA pursuant to subsection 29.4 of the Agreement; and, (d) shall be destroyed or returned by Level 3 to BA upon the earlier of request by BA or the expiration or termination of the Agreement.

1.5.7 Level 3's employees, agents and contractors may access and use BA OSS Facilities only to the extent necessary for Level 3's access to and use of the BA OSS Facilities permitted by this Agreement. Any access to or use of BA OSS Facilities by Level 3's employees, agents, or contractors, shall be subject to the provisions of the Agreement, including, but not limited to, subsection 29.4 thereof and Sections 1.5.6 and 1.6.3.3 of this Schedule 12.3.

1.6 BA OSS Information

1.6.1 Subject to the provisions of this Schedule 12.3 and Applicable Law, BA grants to Level 3 a non-exclusive license to use BA OSS Information.

1.6.2 All BA OSS Information shall at all times remain the property of BA. Except as expressly stated in this Schedule 12.3, Level 3 shall acquire no rights in or to any BA OSS Information.

1.6.3.1 The provisions of this Section 1.6.3 shall apply to all BA OSS Information, except (a) Level 3 Usage Information, (b) CPNI of Level 3, and (c) CPNI of a BA Customer or a Level 3 Customer, to the extent the Customer has authorized Level 3 to use the Customer Information.

1.6.3.2 BA OSS Information may be accessed and used by Level 3 only to provide Telecommunications Services to Level 3 Customers.

1.6.3.3 Level 3 shall treat BA OSS Information that is designated by BA, through written or electronic notice (including, but not limited to, through the BA OSS Services), as "Confidential" or "Proprietary" as Confidential Information of BA pursuant to subsection 29.4 of the Agreement.

SV033099

1.6.3.4 Except as expressly stated in this Schedule 12.3, this Agreement does not grant to Level 3 any right or license to grant sublicenses to other persons, or permission to other persons (except Level 3's employees, agents or contractors, in accordance with Section 1.6.3.5 below, to access, use or disclose BA OSS Information.

1.6.3.5 Level 3's employees, agents and contractors may access, use and disclose BA OSS Information only to the extent necessary for Level 3's access to, and use and disclosure of, BA OSS Information permitted by this Schedule 12.3. Any access to, or use or disclosure of, BA OSS Information by Level 3's employees, agents or contractors, shall be subject to the provisions of this Agreement, including, but not limited to, subsection 29.4 of the Agreement and Section 1.6.3.3 above.

1.6.3.6 Level 3's license to use BA OSS Information shall expire upon the earliest of: (a) the time when the BA OSS Information is no longer needed by Level 3 to provide Telecommunications Services to Level 3 Customers; (b) termination of the license in accordance with this Schedule 12.3; or (c) expiration or termination of the Agreement.

1.6.3.7 All BA OSS Information received by Level 3 shall be destroyed or returned by Level 3 to BA, upon expiration, suspension or termination of the license to use such BA OSS Information.

1.6.4 Unless sooner terminated or suspended in accordance with the Agreement or this Schedule 12.3 (including, but not limited to, subsection 22.3 of the Agreement and Section 1.7.1 above), Level 3's access to BA OSS Information through BA OSS Services shall terminate upon the expiration or termination of the Agreement.

1.6.5.1 Without in any way limiting subsection 18.3 of the Agreement, BA shall have the right (but not the obligation) to audit Level 3 to ascertain whether Level 3 is complying with the requirements of Applicable Law and this Agreement with regard to Level 3's access to, and use and disclosure of, BA OSS Information.

1.6.5.2 Without in any way limiting any other rights BA may have under the Agreement or Applicable Law, BA shall have the right (but not the obligation) to monitor Level 3's access to and use of BA OSS Information which is made available by BA to Level 3 pursuant to this Agreement, to ascertain whether Level 3 is complying with the requirements of Applicable Law and this Agreement, with regard to Level 3's access to, and use and disclosure of, such BA OSS Information. The foregoing right shall include, but not be limited to, the right (but not the obligation) to electronically monitor Level 3's access to and use of BA OSS Information which is made available by BA to Level 3 through BA OSS Facilities.

1.6.5.3 Information obtained by BA pursuant to this Section 1.6.5 shall be treated by BA as Confidential Information of Level 3 pursuant to subsection 29.4 of the Agreement; provided that, BA shall have the right (but not the obligation) to use and disclose information obtained by BA pursuant to this Section 1.6.5 to enforce BA's rights under the Agreement or Applicable Law.

SV033099

1.6.6 Level 3 acknowledges that the BA OSS Information, by its nature, is updated and corrected on a continuous basis by BA, and therefore that BA OSS Information is subject to change from time to time.

1.7 Liabilities and Remedies

1.7.1 Any breach by Level 3, or Level 3's employees, agents or contractors, of the provisions of Sections 1.5 or 1.6 above shall be deemed a material breach of the Agreement. In addition, if Level 3 or an employee, agent or contractor of Level 3 at any time breaches a provision of Sections 1.5 or 1.6 above and such breach continues for more than ten (10) days after written notice thereof from BA, then, except as otherwise required by Applicable Law, BA shall have the right, upon notice to Level 3, to suspend the license to use BA OSS Information granted by Section 1.6.1 above and/or the provision of BA OSS Services, in whole or in part.

1.7.2 Level 3 agrees that BA would be irreparably injured by a breach of Sections 1.5 or 1.6 above by Level 3 or the employees, agents or contractors of Level 3, and that BA shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any such breach. Such remedies shall not be deemed to be the exclusive remedies for any such breach, but shall be in addition to any other remedies available under this Agreement or at law or in equity.

1.8 Relation to Applicable Law

The provisions of Sections 1.5, 1.6 and 1.7 above shall be in addition to and not in derogation of any provisions of Applicable Law, including, but not limited to, 47 U.S.C. § 222, and are not intended to constitute a waiver by BA of any right with regard to protection of the confidentiality of the information of BA or BA Customers provided by Applicable Law.

1.9 Cooperation

Level 3, at Level 3's expense, shall reasonably cooperate with BA in using BA OSS Services. Such cooperation shall include, but not be limited to, the following:

1.9.1 Upon request by BA, Level 3 shall by no later than the fifteenth (15th) day of each calendar month submit to BA reasonable, good faith estimates (by central office or other BA office or geographic area designated by BA) of the volume of each BA Retail Telecommunications Service for which Level 3 anticipates submitting orders in each week of the next calendar month.

1.9.2 Upon request by BA, Level 3 shall submit to BA reasonable, good faith estimates of other types of transactions or use of BA OSS Services that Level 3 anticipates.

1.9.3 Level 3 shall reasonably cooperate with BA in submitting orders for BA Retail Telecommunications Services and otherwise using the BA OSS Services, in order to avoid exceeding the capacity or capabilities of such BA OSS Services.

1.9.4 Level 3 shall participate in cooperative testing of BA OSS Services and shall provide assistance to BA in identifying and correcting mistakes, omissions, interruptions, delays, errors, defects, faults, failures, or other deficiencies, in BA OSS Services.

1.10 BA Access to Information Related to Level 3 Customers

1.10.1 BA shall have the right to access, use and disclose information related to Level 3 Customers that is in BA's possession (including, but not limited to, in BA OSS Facilities) to the extent such access, use and/or disclosure has been authorized by the Level 3 Customer in the manner required by Applicable Law.

1.10.2 Upon request by BA, Level 3 shall negotiate in good faith and enter into a contract with BA, pursuant to which BA may obtain access to Level 3's operations support systems (including, systems for pre-ordering, ordering, provisioning, maintenance and repair, and billing) and information contained in such systems, to permit BA to obtain information related to Level 3 Customers (as authorized by the applicable Level 3 Customer), to permit Customers to transfer service from one Telecommunications Carrier to another, and for such other purposes as may be permitted by Applicable Law.

2. BELL ATLANTIC PRE-OSS SERVICES

2.1 As used in this Schedule 12.3, "BA Pre-OSS Service" means a service which allows the performance of an activity which is comparable to an activity to be performed through a BA OSS Service and which BA offers to provide to Level 3 prior to, or in lieu of, BA's provision of the BA OSS Service to Level 3. The term "BA Pre-OSS Service" includes, but is not limited to, the activity of placing orders for BA Retail Telecommunications Services through a telephone facsimile communication.

2.2 Subject to the requirements of Applicable Law, the BA Pre-OSS Services that will be offered by BA shall be as determined by BA and BA shall have the right to change BA Pre-OSS Services, from time-to-time, without the consent of Level 3.

2.3 Subject to the requirements of Applicable Law, the prices for BA Pre-OSS Services shall be as determined by BA and shall be subject to change by BA from time-to-time.

2.4 The provisions of Sections 1.5 through 1.9 above shall also apply to BA Pre-OSS Services. For the purposes of this Section 2.4: (a) references in Sections 1.5 through 1.9 above to BA OSS Services shall be deemed to include BA Pre-OSS Services; and, (b) references in Sections 1.5 through 1.9 above to BA OSS Information shall be deemed to include information made available to Level 3 through BA Pre-OSS Services.

SV033099

3. RATES AND CHARGES

The prices for the foregoing services shall be as set forth in Section 20.0 of the main body of this Agreement.

SV033099

Exhibit A

INTRODUCTION TO NEW YORK PRICING SCHEDULE

Exhibit A contains rates the Parties shall charge on a reciprocal basis for the specific services identified herein.

Except as otherwise provided for in this Agreement, as the New York Public Service Commission approves permanent rates in NYPSC Case Nos. 95-C-0657, 94-C-0095 and 91-C-1174, those rates shall apply to any network element or service provided by Verizon to LEVEL 3 under this Agreement.

If the Commission approves additional or different rates and/or rate structures at a later time, unless otherwise agreed to by the Parties herein, the rates and/or rate structures established by the Commission at a later time shall become the rates and/or rate structures established herein. The Parties agree that those rates and/or rate structures shall be applied prospectively only.

VERIZON NEW YORK AND LEVEL 3 PRICING SCHEDULE¹

I. Call Transport & Termination²

Reciprocal Compensation for call termination:		
1a.	Blended Rate for Reciprocal Compensation Traffic delivered to a Verizon-IP or to a LEVEL 3 IP	\$0.0066/minute of use (mou) ³ , in accordance with section 5.7 of the Agreement.

¹ Verizon's proposed UNEs, UNE combinations, and UNE pricing methodology reflect the FCC's current rules. Verizon does not agree that UNE prices must be based solely on forward-looking costs, and Verizon reserves the right to seek to change its UNE offerings and UNE prices if the FCC's rules are vacated or modified by the FCC or by a final, non-appealable judicial decision.

² Provided, however, that this subsection I. on "Reciprocal Compensation for call termination" is subject to the terms of Sections 4 and 5 of the main body of the Agreement.

³ Reciprocal Compensation for call termination

A. Charges by Verizon

(a) Reciprocal Compensation Traffic delivered to a Verizon Tandem by LEVEL 3 shall be billed according to Section I.1(b) of this Exhibit A.

(b) Reciprocal Compensation Traffic delivered directly to a Verizon End Office by LEVEL 3 shall be billed according to Section I.1(b) of this Exhibit A.

B. Charges by LEVEL 3

1. Multiple-tiered interconnection structure:

(a) Reciprocal Compensation Traffic delivered to a LEVEL 3 Tandem IP shall be billed according to Section I.1(b) of this Exhibit A.

(b) Reciprocal Compensation Traffic delivered to a LEVEL 3 End Office IP shall be billed according to Section I.1(b) of this Exhibit A.

2. Single-tiered interconnection structure:

LEVEL 3's rates for the termination of Verizon's Reciprocal Compensation Traffic to LEVEL 3 under the single-tiered interconnection structure shall be recalculated at intervals no more frequent than every six months, beginning six (6) months from the Effective Date (the "Rate Determination Date"), or whenever there is a Commission ruling changing the underlying tariff rates utilized to calculate the Blended Rate. The LEVEL 3 rate shall be calculated (using the formula set forth below) based upon the traffic data of the quarter immediately preceding such Rate Determination Date, except for the first six months of the Agreement, when such rate shall be the initial Rate as set forth in I.1(a) of this Exhibit A.

The methodology for recalculating the Reciprocal Compensation rate is as follows:

(a) Time of Day Definitions - NYT PSC No. 914 Tariff Section 4.1.7(A)(1)
(b) Base Rates - Per Minute of Use Per I.1b of this Exhibit A

(c) Formula for determining Reciprocal Compensation:

(%Day Traffic + %Evening Traffic + % Night Traffic = 100% for each Party)

Exhibit A

1b.	Rate for Reciprocal Compensation Traffic delivered to a Verizon-IP or to a LEVEL 3 IP End Office rate ("Meet Point A arrangement") Tandem rate ("Meet Point B arrangement")		Charged in accordance with NYPSC No. 914 Tariff Also charged in accordance with Section 5.7 of the Agreement, as appropriate.
-----	---	--	--

STEP 1: Determine Tandem/End Office percentage:

$$\% \text{ Tandem} = \frac{\text{LEVEL 3 minutes delivered to Verizon Tandem}}{\text{Total LEVEL 3 originated minutes}}$$

$$\% \text{ End Office} = \frac{\text{LEVEL 3 minutes delivered to Verizon End Office}}{\text{Total LEVEL 3 originated minutes}}$$

STEP 2: Determine average rate:

$$\frac{\text{Verizon-originated Day minutes} * \% \text{ Tandem} * \text{Tandem Day Rate}}{\text{Total Verizon-originated minutes}}$$

+

$$\frac{\text{Verizon-originated Evening minutes} * \% \text{ Tandem} * \text{Tandem Evening Rate}}{\text{Total Verizon-originated minutes}}$$

+

$$\frac{\text{Verizon-originated Night minutes} * \% \text{ Tandem} * \text{Tandem Night Rate}}{\text{Total Verizon-originated minutes}}$$

+

$$\frac{\text{Verizon-originated Day minutes} * \% \text{ End Office} * \text{End Office Day Rate}}{\text{Total Verizon-originated minutes}}$$

+

$$\frac{\text{Verizon-originated Evening minutes} * \% \text{ End Office} * \text{End Office Evening Rate}}{\text{Total Verizon-originated minutes}}$$

+

$$\frac{\text{Verizon-originated Night minutes} * \% \text{ End Office} * \text{End Office Night Rate}}{\text{Total Verizon-originated minutes}}$$

= Blended Reciprocal Compensation Rate

C. Miscellaneous Notes

1. The LEVEL 3 termination rate under the single-tiered interconnection structure set forth above is intended to be a Reciprocal Compensation Traffic termination rate for interconnection to the LEVEL 3-IP within each LATA that is reciprocal and equal to the actual rates that will be charged by Verizon to LEVEL 3 under the two-tiered Reciprocal Compensation Traffic termination rate structure described above. Under this single-tiered interconnection structure, the LEVEL 3 termination rate for Reciprocal Compensation Traffic is also intended to provide financial incentives to LEVEL 3 to deliver traffic directly to Verizon's terminating End Offices once LEVEL 3's traffic volumes reach an appropriate threshold. The Parties agree that the Reciprocal Compensation rate(s) set forth herein recover a reasonable approximation of each Party's additional costs of terminating calls that originate on the network facilities of the other Party.

VERIZON NY/ LEVEL 3 12/6/00

Exhibit A

2.	Access charges for termination of intrastate and interstate Toll Traffic	Per Verizon FCC No. 11 interstate and New York PSC No. 918 intrastate access tariffs (charged in conjunction with Reciprocal Compensation Traffic, using PLU and PIU factors specified in Schedule 5.6, as appropriate)
3.	Entrance facilities, and transport, as appropriate, for Interconnection at Verizon End Office, Tandem Office, Serving Wire Center, or other Point of Interconnection	Per New York PSC No. 914 tariff, Verizon FCC No. 11 interstate and New York PSC No 918 intrastate access tariffs

II. Intrastate Physical Collocation

The rates for Intrastate Collocation are based upon the rates set forth in NYPSC No. 914 Tariff, as amended from time to time.

III. Line Sharing

Rates for Line Sharing are as set forth in Verizon's NYPSC No. 916 Tariff, section 5.18.4, as amended from time to time.

IV. Information Services Billing and Collection

A. Information Service Billing Fee ("IP B&C Fee") \$0.05 per call

B. Variable-rated Information Services rates:

(1) Access to Verizon IP Switching Platform	\$0.03 per minute of use
(2) Verizon IP Rating Service	\$0.03 per message

V. Transit Service

A. Tandem Transit Service

The rate for Transit Service is based upon the rates set forth in NYPSC No. 914 Tariff, as amended from time to time.

B. Dedicated Transit Service

The rates for Dedicated Transit Service are as set forth in NYPSC No. 914 Tariff, section 10.5.3.

C. **Tandem Port Charge** is per Verizon-FCC tariff number 11, Section 31.6.1(B)(7) as amended from time to time.

D. **Tandem Transit Service Billing Fee** will equal 5% of the tandem transit charges, to the third party in question, where tandem transit service has been provided in excess of 180 days or if the traffic threshold (DS1) has been exceeded for 3 consecutive months or any 3 months in a 6 month period. This billing fee allows Verizon to recoup the billing charges, as assessed by New York Access Billing (Verizon's billing vendor).

VI. Service Provider Number Portability Database Service

Service Provider Number Portability Database Service shall be charged at rates set forth in the Verizon FCC No. 11 Tariff as amended from time to time.

VII. Unbundled Database Access

A. 800/888 Database

Reciprocal Compensation (refer to I above) (charged to originating 800 service provider).

800 Database inquiry: as set forth in the NYPSC No. 916
Tariff, section 5.7.7 (B)

B. LIDB

LIDB Database Query as set forth in the NYPSC No. 916
Tariff, section 5.7.7 (C)

VIII. Unbundled Local Loops

Rates for all ULL types are as set forth in Verizon's NYPSC No. 916 Tariff, Section 5.5.2, as amended from time to time, subject to the provisions of Section 11 of this Agreement.

IX. Unbundled Network Interface Device

Rates for unbundled network interface device as set forth in Verizon's NYPSC No. 916 Tariff, section 5.2.3, as amended from time to time, subject to the provisions of Section 11 of this Agreement

X. Unbundled IOF

Rates for all unbundled IOF elements are as set forth in Verizon's NYPSC No. 916 Tariff, section 5.3.4, as amended from time to time, subject to the provisions of Section 11.

XI. Unbundled Common Channel Signaling and Call-Related Database Access

Rates for all unbundled Common Channel Signaling and Call-related Database Access are as set forth in Verizon's NYPSC No. 916 Tariff, section 5.7.7, as amended from time to time, subject to the provisions of Section 11.

XII. Operations Support Systems

A. Rates for all access to, development, maintenance and use of Operations Support Systems, as related to the provision of unbundled Network Elements, are as set forth in Verizon's NYPSC No. 916 Tariff, section 5.9.1 as amended from time to time, subject to the provisions of Section 11.

B. Rates for all access to, development, maintenance and use of Operations Support Systems, as related to the provision of Resale, are as set forth in Verizon's NYPSC No. 915 Tariff, as amended from time to time, subject to the provisions of Section 12.

C. Rates for all access to, development, maintenance and use of Operations Support Systems, as related to the provision of Interconnection, are as set forth in Verizon's NYPSC No. 914 Tariff, as amended from time to time, subject to the provisions of Section 4.

XIV. 911/E911 Interconnection

Rates for interconnection to Verizon 911 or E911 hub tandem and access to subtending PSAPS are as set forth in Verizon's NYPSC No. 914 , section 10.4.3, as amended from time to time.

XV. Wholesale Discounts

Wholesale discounts are as set forth in the NYPSC Tariff No. 915, section 9.1.1, as amended from time to time.

Month- to- month discounts:

- A. Where LEVEL 3 purchases Verizon-provided Operator Services
 - (1) Business
 - (2) Residence
- B. Where LEVEL 3 does not purchase Verizon Operator Services
 - (1) Business
 - (2) Residence

Level 3 BELL ATLANTIC Interconnection Agreement for New York

XVI. Directory Assistance and Operator Services

Rates for Directory Assistance and Operator Services are as set forth in Verizon's NYPSC No. 916 Tariff, section 5.8.8, as amended from time to time. With respect to Directory Assistance Call Completion (DACC), Inward Operator Services, 0+ /Mechanized Operator Calls, and 0- / Operator Handled Calls, these rates are in addition to the applicable UTTC, TTSC & UNRCC or UCRCC charges set forth in Verizon's NYPSC No. 916 Tariff.

A. Directory Assistance

Rates are as set forth in Verizon's NYPSC No. 916 Tariff, section 5.8.8(A), as amended from time to time.

B. Inward Operator Services

Rates are as set forth in Verizon's NYPSC No. 916 Tariff, section 5.8.8(E), as amended from time to time.

C. 0+ /Mechanized Operator Calls

Rates are as set forth in Verizon's NYPSC No. 916 Tariff, section 5.8.8(D), as amended from time to time.

D. 0- Operator Handled Calls

Rates are as set forth in Verizon's NYPSC No. 916 Tariff, section 5.8.8(C), as amended from time to time.

E. Operator Emergency Bulletin Service

Per 132 LATA bulletin, per year	\$81.18
---------------------------------	---------

F. TOPS Trunk Ports

Rates are as set forth in Verizon's NYPSC No. 916 Tariff, section 5.8.8(F), as

Level 3 BELL ATLANTIC Interconnection Agreement for New York
amended from time to time.

G. IOF mileage for Dedicated Trunk

Rates are as set forth in Verizon's NYPSC No. 916 Tariff, section 5.3.4, as amended from time to time.

XVII. Customer Usage Detail Charges:

Rates for Customer Usage Detail are as set forth in Verizon's NYPSC No. 916 Tariff, section 5.6.1.7(H), as amended from time to time.

XVIII. Time and Materials Charges

Rates for Time and Materials are as set forth in Verizon's NYPSC No. 916 Tariff, as amended from time to time.

XIX. Unbundled Local Switching

Rates for all unbundled local switching elements are as set forth in Verizon's NYPSC No. 916 Tariff, section 5.5.2, as amended from time to time, subject to the provisions of Section 11.

XX. Unbundled Tandem Switching

Rates for all unbundled tandem switching elements are as set forth in Verizon's NYPSC No. 916 Tariff, section 5.4.4, as amended from time to time, subject to the provisions of Section 11.

Level 3 BELL ATLANTIC Interconnection Agreement for New York

EXHIBIT B

NETWORK ELEMENT BONA FIDE REQUEST

1. BA shall promptly consider and analyze access to a new unbundled Network Element with the submission of a Network Element Bona Fide Request ("BFR") hereunder. The Network Element Bona Fide Request process set forth herein does not apply to those services requested pursuant to Report & Order and Notice of Proposed Rulemaking 91-141 (rel. Oct. 19, 1992) ¶ 259 and n.603 or subsequent orders.
2. To the extent reasonably possible, BA shall undertake good faith efforts to utilize information from previously developed BFRs to address similar arrangements requested by Level 3 in order to shorten the response times for the currently requested Level 3 BFR and to decrease the development costs (if reasonably possible) for the currently requested Level 3 BFR.
3. A Network Element Bona Fide Request shall be submitted in writing and shall include a technical description of each requested Network Element.
4. Level 3 may cancel a Network Element Bona Fide Request at any time, but shall pay BA's reasonable and demonstrable costs of processing and/or implementing the Network Element Bona Fide Request up to the date of cancellation.
5. Within ten (10) business days of its receipt, BA shall acknowledge receipt of the Network Element Bona Fide Request.
6. Except under extraordinary circumstances, within thirty (30) days of its receipt of a Network Element Bona Fide Request, BA shall provide to Level 3 a preliminary analysis of such Network Element Bona Fide Request. The preliminary analysis shall confirm that BA will offer access to the Network Element or will provide a detailed explanation that access to the Network Element is not technically feasible and/or that the request does not qualify as a Network Element that is required to be provided under the Act.
7. If BA determines that the Network Element Bona Fide Request is technically feasible and otherwise qualifies under the Act, it shall promptly proceed with developing the Network Element Bona Fide Request upon receipt of written authorization from Level 3. When it receives such authorization, BA shall promptly develop the requested services, determine their availability, calculate the applicable prices and establish installation intervals.
8. Unless the Parties otherwise agree, the Network Element requested must be priced in accordance with Section 252(d)(1) of the Act.

SV033099

Level 3 BELL ATLANTIC Interconnection Agreement for New York

9. As soon as feasible, but not more than ninety (90) days after its receipt of written authorization to proceed with developing the Network Element Bona Fide Request, BA shall provide to Level 3 a Network Element Bona Fide Request quote which will include, at a minimum, a description of each Network Element, the availability, the applicable rates and the installation intervals. After BA's receipt of such written authorization to proceed, if BA receives a written request from Level 3 for the status of development of such price quote, BA shall promptly provide such status to Level 3 (generally within two (2) weeks of receipt of Level 3's request therefor).

10. Within thirty (30) days of its receipt of the Network Element Bona Fide Request quote, Level 3 must either confirm its order for the Network Element Bona Fide Request pursuant to the Network Element Bona Fide Request quote or seek arbitration by the Commission pursuant to Section 252 of the Act.

11. If a Party to a Network Element Bona Fide Request believes that the other Party is not requesting, negotiating or processing the Network Element Bona Fide Request in good faith, or disputes a determination, or price or cost quote, or is failing to act in accordance with Section 251 of the Act, such Party may seek mediation or arbitration by the Commission pursuant to Section 252 of the Act.

12. Upon Level 3's acceptance of the Network Element Bona Fide Request quote by BA, the Parties shall amend the Agreement to incorporate the Interconnection, service, or Network Element contemplated by the Request.